

FOURTH DECLARATION OF TYLER BROOME
Pursuant to 28 U.S.C. § 1746

I, Tyler Broome, hereby state that I have personal knowledge of the facts set forth below and, if called to testify, I could and would testify as follows:

1. I am a United States citizen. I work as an Investigator for the Federal Trade Commission (“FTC”) in the Bureau of Consumer Protection’s Division of Marketing Practices. The Division of Marketing Practices investigates persons and entities that may be violating the FTC Act and other laws enforced by the FTC. My office address is 600 Pennsylvania Avenue, NW, CC-8563, Washington, DC 20580.
2. On June 4, 2024, the FTC served the asset freeze in accordance with Civil Case No. 24-06635 to financial institutions and service providers utilized by the Defendants. Among those served were American Express, Wells Fargo, and Capital One.
3. On June 5, 2024, Defendant Bratislav (“Steven”) Rozenfeld was personally served and notified of the filing of *FTC v. FBA Machine et al.*, 2:24-cv-06635 (D.N.J. June 3, 2024), which included restrictions on the use of the Defendants’ assets. As part of this action Defendants were also required to complete financial disclosures, which includes identifying all of their assets and liabilities.

CAPITAL ONE ACCOUNT

4. On June 4, 2024, a Capital One checking account in the name of FBA SUPPORT NJ CORP (Capital One 3832) held a balance of \$69,363.97. By June 20, 2024, the balance in this account was \$203.94. The following transactions occurred within that time frame:
 - a. Six different ATM withdrawals occurring in Miami Beach, Florida and Fort Lauderdale, Florida totaling \$11,000.
 - b. Two ACH payments to Usher Law totaling \$10,000.

- c. An attempted wire transfer to “tfm dynmaic” for \$54,500 on June 5, 2024, which was reversed on June 11, 2024.
- d. Two ACH payments to American Express totaling \$42,948.35.
 - i. One of these payments can be tied to American Express account 6005 (see paragraph 6).
- e. Two ACH payments to Capital One totaling \$5,093.50. It is unknown what these payments were for or to what account they may have been credited to.
- f. A service charge in the amount of \$118.18.

CREDIT CARD PAYMENTS

5. Between June 6, 2024, and December 25, 2024, American Express account 6005 incurred \$306,433.94 in new charges. This account is in the name of Bratislav Rozenfeld. Some of the charges included:

- a. Legal payments
 - i. Guardian Law LLC - \$5,000.00 on 6/13/2024
 - ii. Usher Law Group, P.C. - \$10,000.00 between 7/19/2024 and 9/3/2024
- b. Apparent Business Expenses
 - i. AdOutreach - \$5,800.00 between 6/14/2024 and 6/17/2024
 - 1. From adoutreach.com: “AdOutreach helps Entrepreneurs leverage YouTube Ads to generate consistent Leads & Sales.”
 - ii. GoDaddy – \$338.20 between 6/18/2024 and 12/13/2024
 - iii. QuoteWizard (an insurance quote provider) - \$3,800.00 between 7/22/2024 and 10/16/2024
 - iv. NextGen Leads LLC - \$10,700.00 between 7/22/2024 and 11/11/2024

1. From nextgenleads.com: “We generate high-quality health insurance, and Medicare supplement leads.”
- v. Smartfinancial.com (a car insurance comparison website) - \$29,000.00 between 8/12/2024 and 11/6/2024
- vi. Fuego Leads LLC - \$2,060.00 on 8/14/2024
 1. From fuegoleads.com: “A leader in health insurance and Medicare lead generation.”
- vii. Keystone Interactive LLC - \$20,319.50 between 8/20/2024 and 12/17/2024
 1. From keystoneinteractive.com: “Keystone Interactive pushes the boundaries of quality health insurance leads.”
- viii. All Web Leads - \$2,270.51 between 9/21/2024 and 12/8/2024
 1. From awl.com: “AWL connects consumers who need insurance with the right agents who can best meet their insurance needs.”
- ix. Google Advertising Service - \$4,117.00 between 10/3/2024 and 10/24/2024
- c. Flights - \$8,920.50 between 6/14/2024 and 12/1/2024
 - i. One of the flights booked was from John F. Kenney International Airport to Paris Charles de Gaulle Airport with tickets for Amanda Rozenfeld and two of the Defendant’s minor children.
- d. Kalahari Poconos Resort - \$1,247.86 between 11/27/2024 and 11/29/2024
- e. Airbnb - \$8,741.99 between 7/7/2024 and 11/10/2024
- f. Boatsetter (Fort Lauderdale boat rental company) - \$1,802.95 on 8/23/2024

- g. Takeover ATV Rentals - \$946.00 on 9/22/2024
- h. Payments to schools
 - i. Centner Academy - \$6,006.74 on 7/23/2024
 - ii. NSU University School - \$9,825.00 between 8/12/2024 and 11/15/2024
 - iii. Smart Beginners Preschool - \$1,780.00 between 12/6/2024 and 12/19/2024
- 6. Over this time period, American Express 6005 received \$228,514.57 in payments to pay down the incurred charges. Each payment amount was roughly similar to that statement period's new charges (ex. \$40,646.83 in new charges and \$39,619.57 in payments). Of these 278 unique payments, I was able to identify the source of just one of these payments, which was from Capital One 3832 in the amount of \$29,797.98 (see paragraph 4d). This transaction posted to American Express on June 11, 2024. I was unable to identify the source of any other payments totaling \$198,716.59 to American Express 6005.
- 7. Between June 6, 2024, and December 16, 2024, American Express account 5000 incurred \$16,827.47 in new charges. This account is in the name of Bratislav Rozenfeld. Some of the charges included:
 - a. Kalahari Poconos Resorts - \$873.76 between 11/25/2024 and 11/28/2024
 - b. MongoDB Cloud - \$1,050.33 between 6/8/2024 and 11/1/2024
 - i. From mongodb.com: "MongoDB Cloud is a unified data platform for modern applications that includes a global cloud database, search, data lake, and mobile and application services."
 - c. Flights - \$1,441.68 between 8/29/2024 and 11/22/2024

- d. Additional charges to: Uber, restaurants, yoga studios, Tesla charging and auto service, grocery stores, Prime Nails (Miami nail salon), Apple, Amazon and Wal-Mart.
- 8. Over this time period, American Express 5000 received \$16,807.51 in payments to pay down the incurred charges. I was unable to identify the source of any of the 42 payments. Again, each payment amount was roughly similar to that statement period's new charges.
- 9. Between June 23, 2024, and September 26, 2024, Wells Fargo account 8834 incurred \$18,197.00 in new charges. This account is in the name of Bratislav Rozenfeld. Some of the charges included:
 - a. Usher Law Group, P.C. - \$5,000.00 on 7/1/2024
 - b. Convoso - \$1,373.22 between 8/1/2024 and 8/24/2024
 - i. From convoso.com: "Advanced outbound call center & dialer software."
 - c. Turno - \$630.00 between 7/30/2024 and 8/3/2024
 - i. From turno.com: "Find Airbnb cleaners."
 - d. Home Star Pro LLC - \$234.00 on 8/3/2024
 - i. From homestarpro.com: "Your trusted source for your home and property management business."
 - e. Hertz - \$600.74 on 7/16/2024
 - f. Flights - \$260.97 between 7/24/2024 and 7/26/2024
 - g. Smartfinancial.com - \$500.00 on 8/9/2024
 - h. Turnberry Ocean Colony - \$351.26 between 8/5/2024 and 9/25/2024
 - i. From turnberryo.com: "Turnberry Ocean Colony is a lavish residential enclave with two sleek, modern 38-story oceanfront towers featuring 260

ultra-luxurious condominiums nestled in the city of Sunny Isles Beach, Florida.”

- i. Aamro Aviation - \$205.48 on 8/3/2024
 - i. From aamroaviation.com: “Flight training West Palm Beach. Master the art of flying with our creative and innovative learning techniques under the guidance of certified instructors.”
- j. Additional charges to: Uber, Instacart, restaurants, grocery stores, Apple, medical expenses, Target, TJ Maxx, salons, and clothing stores.

10. Over this time period, Wells Fargo 8834 received \$8,371.00 in payments to pay down the incurred charges. I was unable to identify the source of any of the seven payments.

11. Between June 10, 2024, and September 17, 2024, Wells Fargo account 2682 incurred \$11,395.60 in new charges. This account is in the name of Bratislav Rozenfeld. Some of the charges included:

- a. NextGen Leads LLC - \$1,035.00 between 8/5/2024 and 8/8/2024
- b. Keepa Amazon Price Tracker - \$894.40 between 6/10/2024 and 9/17/2024
- c. Apple - \$366.60 between 6/16/2024 and 9/7/2024
- d. Grant Cardone - \$250.00 on 8/7/2024
- e. Hubble Bubble Lounge (Miami hookah bar) - \$284.74 between 8/22/2024 and 8/23/2024
- f. Additional charges to: Uber Eats, Seamless, restaurants, grocery stores, Amazon, cleaning service, Target, TJ Maxx, and yoga studios.

12. Over this time period, Wells Fargo 2682 received \$9,741.47 in payments to pay down the incurred charges. I was unable to identify the source of any of the eight payments.

ADDRESS ON AMERICAN EXPRESS STATEMENTS

13. Beginning on the American Express 6005 statement covering the period of October 26, 2024, through November 24, 2024, the associated address with this account is [REDACTED]

[REDACTED] Hallandale Beach, Florida, [REDACTED]. Multiple public websites list this property for rent at a monthly rate of \$10,500.00.

MORTGAGE APPLICATION

14. A subpoena response was obtained from Citadel Servicing Corporation DBA Acra Lending. Responsive documents detailed Bratislav Rozenfeld's loan application for the purchase of the property located at [REDACTED] Pompano Beach, Florida [REDACTED].

15. One of the documents provided was titled "Uniform Residential Loan Application," within which lies Section 5 titled "Declarations" and a subsection titled "About Your Finances." A screenshot of this subsection is shown below.

5b. About Your Finances	
F. Are you a co-signer or guarantor on any debt or loan that is not disclosed on this application?	<input checked="" type="radio"/> NO <input type="radio"/> YES
G. Are there any outstanding judgments against you?	<input checked="" type="radio"/> NO <input type="radio"/> YES
H. Are you currently delinquent or in default on a Federal debt?	<input checked="" type="radio"/> NO <input type="radio"/> YES
I. Are you a party to a lawsuit in which you potentially have any personal financial liability?	<input checked="" type="radio"/> NO <input type="radio"/> YES
J. Have you conveyed title to any property in lieu of foreclosure in the past 7 years?	<input checked="" type="radio"/> NO <input type="radio"/> YES
K. Within the past 7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party and the Lender agreed to accept less than the outstanding mortgage balance due?	<input checked="" type="radio"/> NO <input type="radio"/> YES
L. Have you had property foreclosed upon in the last 7 years?	<input checked="" type="radio"/> NO <input type="radio"/> YES
M. Have you declared bankruptcy within the past 7 years? If YES, identify the type(s) of bankruptcy:	<input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13

Borrower Name: Bratislav Rozenfeld 

Uniform Residential Loan Application
Freddie Mac Form 65 • Fannie Mae Form 1003
Effective 1/2021

Borrower Initials: 

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16. Line Item I in the subsection above reads, “Are you a party to a lawsuit in which you potentially have any personal financial liability?” The response to this question reads “no.” Section 6 of the Uniform Residential Loan Application was signed by Bratislav Rozenfeld on December 2, 2021. **Attachment A** is a true and accurate copy of the document titled “Uniform Residential Loan Application.”

17. On June 2, 2021, a civil case was filed against Bratislav Rozenfeld and FBA Support LLC seeking monetary damages, among other relief. *Valiant Consultants v. FBA Support LLC, et al.*, 2:21-cv-12047 (D.N.J. June 2, 2021). **Attachment B** is a true and accurate copy of the complaint in this matter.

18. On September 29, 2023, this civil case was dismissed. **Attachment C** is a true and accurate copy of the Order of Dismissal.

19. Provided in the subpoena response was a document titled “Loan Fraud Zero Tolerance.”

Attachment D is a true and accurate copy of the document titled “Loan Fraud Zero Tolerance.” One of the types of loan fraud described by Acra Lending reads “submission of inaccurate information including false statements on loan applications.” Bratislav Rozenfeld signed this document on December 2, 2021. A partial screenshot of this document is shown below.

LOAN FRAUD ZERO TOLERANCE

All Applicants for loans from Acra Lending must be aware that Acra Lending has zero tolerance for misstatements of fact or concealment of intentions. Each Borrower is responsible for the content and statements on their loan application.

TYPES OF LOAN FRAUD

1. Submission of inaccurate information including false statements on loan applications.
2. Falsification of documents to substantiate credit, employment, deposit or asset information including identity, ownership/non-ownership of real property.
3. Forgery of partially or predominantly accurate information.
4. Inaccurate or intentionally misleading statements regarding current occupancy or intent to maintain minimum occupancy as stated on the Security Instrument.
5. Inaccurate or misleading statements made to induce Acra Lending to make a loan for a non-owner occupied property when the intention is to use the subject property that is collateral for the loan as a primary personal residence.

20. Provided in the subpoena response was a document titled “Borrower’s Certification & Authorization.” This document states that all information in the loan application was accurately presented, free of misrepresentations and omissions. Bratislav Rozenfeld signed this document on November 4, 2021. A screenshot of this document is shown below.

Borrower's Certification & Authorization

Certification

The undersigned certify the following:

1. I / We have applied for a mortgage loan from **Acra Lending**.

In applying for the loan, I / We completed a loan application containing various information on the purposes of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I / We certify that all the information is true and complete. I / We made no misrepresentations in the loan application with the employer and / or other documents, nor did I / We omit any pertinent information.

2. I / We understand and agree that **Acra Lending** reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and / or the financial institution.
3. I / We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statement when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

1. I / We have applied for a mortgage loan from **Acra Lending**.

As part of the application process, **Acra Lending** may verify information contained in my / our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.

2. I / We understand and agree that **Acra Lending** reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and / or the financial institution.
3. **Acra Lending** or any investor that purchases the mortgage may address this authorization to any party names in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to **Acra Lending** or the investor that purchased the mortgage is appreciated.

Signature



11/4/2021

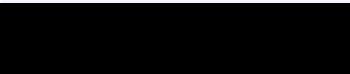
Date

Signature

Date

bratislav rozenfeld

Printed Name



Social Security Number

Printed Name



Social Security Number

21. Multiple documents within the subpoena response indicate that the property at [REDACTED]

[REDACTED] Pompano Beach, Florida [REDACTED] was purchased as an investment property, not as a residence of the applicant.

a. A document titled “Business Purpose Loan Certification and Attestation” signed by Bratislav Rozenfeld on December 2, 2021. A screenshot of this document is shown below.

Acrâ Lending
dba of  CITADEL

BUSINESS PURPOSE LOAN CERTIFICATION AND ATTESTATION

Loan #: [REDACTED]

Date: DECEMBER 2, 2021

Borrower Name(s): Bratislav Rozenfeld

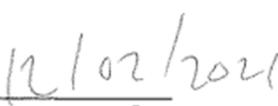
Mailing Address: [REDACTED] Edgewater, New Jersey [REDACTED] United States

Property Address: [REDACTED] Pompano Beach, Florida [REDACTED]

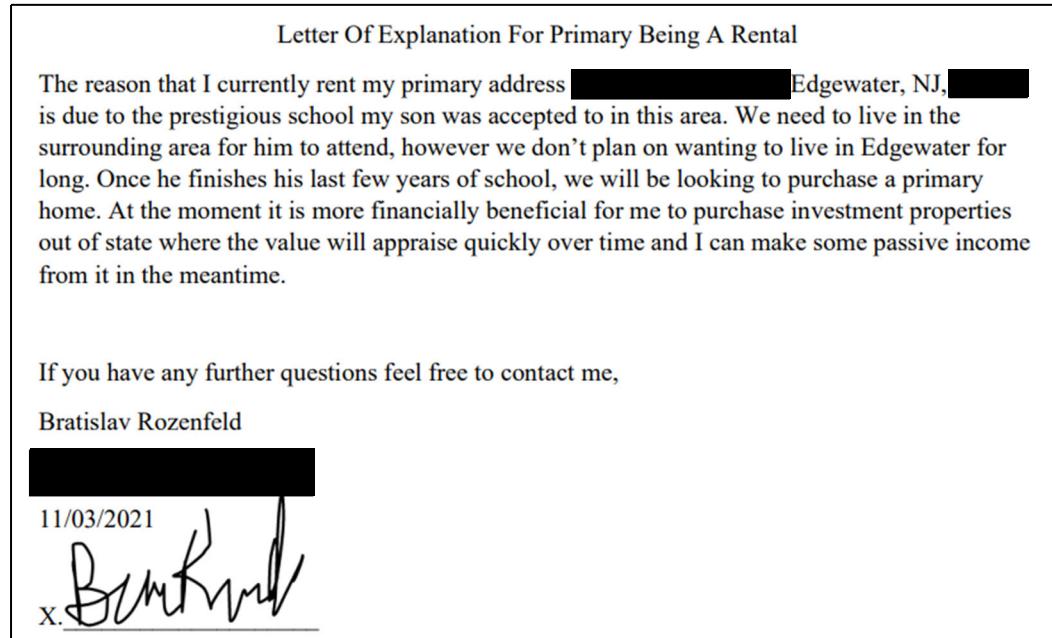
By signing this document, I am confirming that my loan request is for business purposes and not household purposes, and that the loan proceeds are intended to be used and will in fact be used for business purposes only, and not my personal use. I also represent that I do not occupy the property as my Primary Residence or as a Second Home. I intend to lease or rent the property to a third party. I understand that because the loan will be made exclusively for business purposes, laws applicable to consumer purpose transactions, including but not limited to the following, are not applicable to this loan:

- Truth in Lending Act (15 U.S.C. § 1601 et seq.);
- Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.);
- Gramm-Leach Bliley Act (15 u.s.c. § 6802-6809);
- Secure and Fair Enforcement Mortgage Licensing Act (12 U.S.C. § 5101 et seq.); and/or
- Homeowners Protection Act (12 U.S.C. § 4901 et seq.).

By signing below, I confirm I have read and understand this document and I affirm that the Property to is to be a non-owner-occupied investment property.

 
Borrower Bratislav Rozenfeld Date

b. A document titled “Letter Of Explanation For Primary Being A Rental” signed by Bratislav Rozenfeld on November 3, 2021. A screenshot of this document is shown below.



c. A document titled “Occupancy and Financial Status Affidavit” signed by Bratislav Rozenfeld on December 2, 2021. **Attachment E** is a true and accurate copy of the document titled “Occupancy and Financial Status Affidavit.” A partial screenshot of this document is shown below.

OCCUPANCY AND FINANCIAL STATUS AFFIDAVIT

BEFORE ME, the undersigned authority duly authorized to take acknowledgments and administer oaths, personally appeared Bratislav Rozenfeld

(the "Borrower"), who upon being duly sworn on oath, certified as follows:

1. **Material Inducement:** Borrower understands and agrees that the statements contained herein are given as a material inducement to CITADEL SERVICING CORPORATION DBA ACRA LENDING (the "Lender"), and Lender is relying upon such statements, to make a mortgage loan (the "Loan") to Borrower, repayment of which is secured by a Mortgage, Deed of Trust, Security Deed or other instrument of security (the "Security Instrument") on certain real property located at [REDACTED] Pompano Beach, Florida [REDACTED]

(the "Property").

2. **Occupancy:** [check one box only]

- Principal Residence.** Borrower either currently occupies and uses the Property as Borrower's principal residence, or Borrower will occupy and use the Property as Borrower's principal residence within 60 days after Borrower signs the Security Instrument. Borrower will continue to occupy and use the Property as Borrower's principal residence for at least one (1) year from the date that Borrower first occupies the Property. However, Borrower will not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if Lender agrees in writing that Borrower does not have to do so. Lender may not refuse to agree unless the refusal is reasonable. Borrower will also not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if extenuating circumstances exist which are beyond Borrower's control.
- Second Home.** Borrower will occupy, and will use, the Property as Borrower's second home. Borrower will keep the Property available for Borrower's exclusive use and enjoyment at all times, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.
- Investment.** The Property is owned and held by Borrower as an investment property. Borrower does not now occupy or use the property, and has no present intention to occupy or use the Property in the future, either as Borrower's principal residence or second home. Borrower now occupies and uses other property or properties as Borrower's principal residence and/or second home.

d. Section 4 of the document titled "Uniform Residential Loan Application." This document was signed by Bratislav Rozenfeld on December 2, 2021. **Attachment A** is a true and accurate copy of the document titled "Uniform Residential Loan Application."

Acra Lending		
Section 4: Loan and Property Information. This section asks about the loan's purpose and the property you want to purchase or refinance.		
4a. Loan and Property Information		
Loan Amount <u>\$956,250.00</u> Loan Purpose <input checked="" type="radio"/> Purchase <input type="radio"/> Refinance <input type="radio"/> Other (specify) _____		
Property Address Street: [REDACTED] Unit # _____		
City <u>Pompano Beach</u> State <u>FL</u> ZIP <u>[REDACTED]</u>		
County <u>Broward</u> Number of Units <u>1</u> Property Value <u>\$1,290,000.00</u>		
Occupancy <input type="radio"/> Primary Residence <input type="radio"/> Second Home <input checked="" type="radio"/> Investment Property FHA Secondary Residence <input type="checkbox"/>		

22. Produced in the subpoena response was a document titled “Letter of explanation – use of business funds” which Bratislav Rozenfeld signed on November 11, 2021. A screenshot of this document is shown below.

Letter of explanation – use of business funds

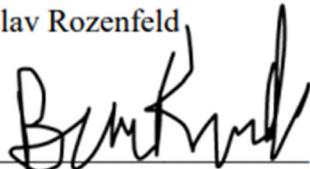
To whom it may concern,

The use of my funds from my account ending in 0626 for the purchase of the home located at [REDACTED] will not affect my day-to-day business activities as I have a very low overhead for my business passive scaling Inc and have plenty of reserves.

If you have any further questions, you may contact me.

Bratislav Rozenfeld

X.



DATE: 11/11/2021

23. As stated in my declaration dated May 16, 2024 (Px-18, paragraph 65), I outlined financial activity that showed an account in the name of Passive Scaling Inc. ending in 0626 that made multiple wire transfers to Landmark Title Services Inc in Deerfield Beach, Florida (about six miles from Pompano Beach) and Gregory B Taylor IOTA Trust Account in Wilton Manors, Florida (also about six miles from Pompano Beach), occurring between September 23, 2021 and December 3, 2021.

24. In Px-18, paragraph 7, I stated that the estimated consumer payments made to the Passive Scaling Inc. ending 0626 was approximately \$7,094,077.00.

25. In Px-18, paragraph 57, I estimated that consumer payments and funds commingled among the Defendants' accounts accounted for 93% of all source income to Passive Scaling Inc.

Executed on: January 17, 2025
Washington, D.C.



Tyler Broome

Acra Lending
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To be completed by the Lender

Lender Loan No/Universal Loan Identifier

Agency Case No.

Uniform Residential Loan Application

Verify and complete the information on this application. If you are applying for this loan with others, each additional Borrower must provide information as directed by your Lender.

Section 1: Borrower Information. This section asks about your personal information and your income from employment and other sources, such as retirement, that you want considered to qualify for this loan.

1a. Personal Information

Name (First, Middle, Last, Suffix) Bratislav Rozenfeld	Social Security Number (or Individual Taxpayer Identification Number) [REDACTED]
Alternate Names - List any names by which you are known or any names under which credit was previously received (First, Middle, Last, Suffix) STEVEN ROZENFELD, BRATISLAV ROZENTHAL, STEVE ROZENFIELD, BRATISLAV ROZENFELD, Bratislav Rozenfeld, Rozenfeld Bratislav, Bratislav Rosenfeld	Date of Birth (mm/dd/yyyy) [REDACTED]
Citizenship <input checked="" type="radio"/> U.S. Citizen <input type="radio"/> Permanent Resident Alien <input type="radio"/> Non-Permanent Resident Alien	

Type of Credit

I am applying for individual credit.
 I am applying for joint credit. Total Number of Borrowers:
 Each Borrower intends to apply for joint credit. Your initials: 

List name(s) of Other Borrower(s) Applying for this Loan
(First, Middle, Last, Suffix) - Use a separator between names

Marital Status <input checked="" type="radio"/> Married <input type="radio"/> Separated <input type="radio"/> Unmarried	Dependents (not listed by another Borrower) Number 3 Ages 36, 11, 8	Contact Information Home phone [REDACTED] Cell phone [REDACTED] Work phone [REDACTED] Email [REDACTED] Ext. _____
(Single, Divorced, Widowed, Civil Union, Domestic Partnership, Registered Reciprocal Beneficiary Relationship)		

Current Address

Street [REDACTED]	Unit # [REDACTED]
City Edgewater	State NJ ZIP [REDACTED]
How Long at Current Address? 1 Years 1 Months Housing	<input type="radio"/> No primary housing expense <input checked="" type="radio"/> Own <input type="radio"/> Rent (\$ 7,250.00 /month)

If at Current Address for LESS than 2 years, list Former Address Does not apply

Street [REDACTED]	Unit # A condo
City Edgewater	State NJ ZIP [REDACTED]
How Long at Former Address? _____ Years _____ Months Housing	<input type="radio"/> No primary housing expense <input checked="" type="radio"/> Own <input type="radio"/> Rent (\$ _____ /month)

Mailing Address - if different from Current Address Does not apply

Street [REDACTED]	Unit #
City [REDACTED]	State _____ ZIP _____
Country _____	

1b. Current Employment/Self Employment and Income Does not apply

Employer or Business Name _____	Phone _____	Gross Monthly Income Base \$ _____ /month
Street _____	Unit # _____	Overtime \$ _____ /month
City _____	State _____ ZIP _____	Bonus \$ _____ /month
Position or Title _____	Check if this statement applies:	
Start Date / / (mm/dd/yyyy)	<input type="checkbox"/> I am employed by a family member, property seller, real estate agent, or other party to the transaction.	
How long in this line of work? _____ Years _____ Months	<input type="checkbox"/> I have an ownership share of less than 25%. Monthly Income (or Loss) _____	
<input type="checkbox"/> Check if you are the Business Owner or Self-Employed	<input checked="" type="checkbox"/> I have an ownership share of 25% or more. \$ _____	
		Commission \$ _____ /month
		Military Entitlements \$ _____ /month
		Other \$ _____ /month
		TOTAL \$ _____ /month

1c. IF APPLICABLE, Complete Information for Additional Employment/Self Employment and Income Does not apply**1d. IF APPLICABLE, Complete Information for Previous Employment/Self-Employment and Income**

Uniform Residential Loan Application
Freddie Mac Form 65 - Fannie Mae Form 1003
Effective 1/2021

Borrower Initials: 

Page 1 of 8 • 2551 COMMERCENTRE DRIVE, SUITE 160, LAKE FOREST, CA 92630



List all liabilities below (except real estate) and include deferred payments. Under Account Type, choose from the types listed here:

- Revolving (e.g., credit cards)
- Installment (e.g., car, student, personal loans)
- Open 30-Day (balance paid monthly)
- Lease (not real estate)
- Other

Account Type - use list above	Company Name	Account Number	Unpaid Balance	To be paid off at or before closing	Monthly Payment
Revolving	JPMCB CARD		\$ 4,885.00	<input type="checkbox"/>	\$ 138.00
Revolving	AMEX		\$ 1,362.00	<input type="checkbox"/>	\$ 40.00
Revolving	WF CRD SVC		\$ 872.00	<input type="checkbox"/>	\$ 25.00
Revolving	JPMCB CARD		\$ 2.00	<input type="checkbox"/>	\$ 2.00

2d. Other Liabilities and Expenses Does not apply

Include all other liabilities and expenses below. Choose from the types listed here:

- Alimony
- Child Support
- Separate Maintenance
- Job-Related Expenses
- Other

Monthly Payment

Section 3: Financial Information - Real Estate. This section asks you to list all properties you currently own and what you owe on them. I do not own any real estate

3a. Property You Own

If you are refinancing, list the property you are refinancing FIRST.

Address Street	City	State	ZIP	Country	Unit #
Property Value	Status: Sold, Pending Sale, or Retained	Intended Occupancy: Investment, Primary Residence, Second Home, Other	Monthly Insurance, Taxes, Association Dues, etc. <i>If not included in Monthly Mortgage Payment</i>	For 2-4 Unit Primary or Investment Property Monthly Rental Income	For LENDER to calculate: Net Monthly Rental Income

Mortgage Loans on this Property Does not apply

Creditor Name	Account Number	Monthly Mortgage Payment	Unpaid Balance	To be paid off at or before closing	Type: FHA, VA, Conventional, USDA-RD, Other	Credit Limit (if applicable)
		\$	\$	<input type="checkbox"/>		\$

3b. IF APPLICABLE, Complete Information for Additional Property

Does not apply

Address Street	City	State	ZIP	Country	Unit #
Property Value	Status: Sold, Pending Sale, or Retained	Intended Occupancy: Investment, Primary Residence, Second Home, Other	Monthly Insurance, Taxes, Association Dues, etc. <i>If not included in Monthly Mortgage Payment</i>	For 2-4 Unit Primary or Investment Property Monthly Rental Income	For LENDER to calculate: Net Monthly Rental Income

Mortgage Loans on this Property Does not apply

Creditor Name	Account Number	Monthly Mortgage Payment	Unpaid Balance	To be paid off at or before closing	Type: FHA, VA, Conventional, USDA-RD, Other	Credit Limit (if applicable)
		\$	\$	<input type="checkbox"/>		\$

Borrower Name: Bratislav Rozenfeld

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Section 4: Loan and Property Information. This section asks about the loan's purpose and the property you want to purchase or refinance.

4a. Loan and Property Information

Loan Amount	\$956,250.00	Loan Purpose	<input checked="" type="radio"/> Purchase	<input type="radio"/> Refinance	<input type="radio"/> Other (specify) _____
Property Address	Street _____	Unit #			
City	Pompano Beach	State	FL	ZIP	_____
County	Broward	Number of Units	1	Property Value	\$1,290,000.00
Occupancy	<input type="radio"/> Primary Residence	<input type="radio"/> Second Home	<input checked="" type="radio"/> Investment Property	FHA Secondary Residence <input type="checkbox"/>	
1. Mixed-Use Property. If you will occupy the property, will you set aside space within the property to operate your own business? (e.g., daycare facility, medical office, beauty/barber shop)			<input checked="" type="radio"/> NO	<input type="radio"/> YES	
2. Manufactured Home. Is the property a manufactured home? (e.g., a factory built dwelling built on a permanent chassis)			<input checked="" type="radio"/> NO	<input type="radio"/> YES	

4b. Other New Mortgage Loans on the Property You are Buying or Refinancing Does not apply

4c. Rental Income on the Property You Want to Purchase	For Purchase Only	<input type="checkbox"/> Does not apply
Complete if the property is a 2-4 Unit Primary Residence or an Investment Property		Amount
Expected Monthly Rental Income		\$ 4,500.00
For LENDER to calculate: Expected Net Monthly Rental Income		\$ (3,205.99)

4d. Gifts or Grants You Have Been Given or Will Receive for this Loan Does not apply

Borrower Name: Bratislav Rozenfeld

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Section 5: Declarations. This section asks you specific questions about the property, your funding, and your past financial history.

5a. About this Property and Your Money for this Loan

A. Will you occupy the property as your primary residence? If YES, have you had an ownership interest in another property in the last three years? If YES, complete (1) and (2) below:	<input type="radio"/> NO <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> YES _____
(1) What type of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or investment property (IP)? _____	_____
(2) How did you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)? _____	_____
B. If this is a Purchase Transaction: Do you have a family relationship or business affiliation with the seller of the property?	<input type="radio"/> NO <input type="radio"/> YES
C. Are you borrowing any money for this real estate transaction (e.g., <i>money for your closing costs or down payment</i>) or obtaining any money from another party, such as the seller or realtor, that you have not disclosed on this loan application? If YES, what is the amount of this money? \$ _____	<input type="radio"/> NO <input type="radio"/> YES
D. 1. Have you or will you be applying for a mortgage loan on another property (not the property securing this loan) on or before closing this transaction that is not disclosed on this loan application? 2. Have you or will you be applying for any new credit (e.g., <i>installment loan, credit card, etc.</i>) on or before closing this loan that is not disclosed on this application?	<input type="radio"/> NO <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> YES
E. Will this property be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through your property taxes (e.g., <i>the Property Assessed Clean Energy Program</i>)?	<input type="radio"/> NO <input type="radio"/> YES

5b. About Your Finances

F. Are you a co-signer or guarantor on any debt or loan that is not disclosed on this application?	<input type="radio"/> NO <input type="radio"/> YES
G. Are there any outstanding judgments against you?	<input type="radio"/> NO <input type="radio"/> YES
H. Are you currently delinquent or in default on a Federal debt?	<input type="radio"/> NO <input type="radio"/> YES
I. Are you a party to a lawsuit in which you potentially have any personal financial liability?	<input type="radio"/> NO <input type="radio"/> YES
J. Have you conveyed title to any property in lieu of foreclosure in the past 7 years?	<input type="radio"/> NO <input type="radio"/> YES
K. Within the past 7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party and the Lender agreed to accept less than the outstanding mortgage balance due?	<input type="radio"/> NO <input type="radio"/> YES
L. Have you had property foreclosed upon in the last 7 years?	<input type="radio"/> NO <input type="radio"/> YES
M. Have you declared bankruptcy within the past 7 years? If YES, identify the type(s) of bankruptcy: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13	<input type="radio"/> NO <input type="radio"/> YES

Borrower Name: Bratislav Rozenfeld

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Section 6: Acknowledgments and Agreements.

This section tells you about your legal obligations when you sign this application.

Acknowledgments and Agreements

Definitions:

- "Lender" includes the Lender's agents, service providers, and any of their successors and assigns.
- "Other Loan Participants" includes (i) any actual or potential owners of a loan resulting from this application (the "Loan"), (ii) acquirers of any beneficial or other interest in the Loan, (iii) any mortgage insurer, (iv) any guarantor, (v) any servicer of the Loan, and (vi) any of these parties' service providers, successors or assigns.

I agree to, acknowledge, and represent the following:

(1) The Complete Information for this Application

- The information I have provided in this application is true, accurate, and complete as of the date I signed this application.
- If the information I submitted changes or I have new information before closing of the Loan, I must change and supplement this application, including providing any updated/supplemented real estate sales contract.
- For purchase transactions: The terms and conditions of any real estate sales contract signed by me in connection with this application are true, accurate, and complete to the best of my knowledge and belief. I have not entered into any other agreement, written or oral, in connection with this real estate transaction.
- The Lender and Other Loan Participants may rely on the information contained in the application before and after closing of the Loan.
- Any intentional or negligent misrepresentation of information may result in the imposition of:
 - (a) civil liability on me, including monetary damages, if a person suffers any loss because the person relied on any misrepresentation that I have made on this application, and/or
 - (b) criminal penalties on me including, but not limited to, fine or imprisonment or both under the provisions of Federal law (18 U.S.C. §§ 1001 et seq.).

(2) The Property's Security

The Loan I have applied for in this application will be secured by a mortgage or deed of trust which provides the Lender a security interest in the property described in this application.

(3) The Property's Appraisal, Value, and Condition

- Any appraisal or value of the property obtained by the Lender is for use by the Lender and Other Loan Participants.
- The Lender and Other Loan Participants have not made any representation or warranty, express or implied, to me about the property, its condition, or its value.

(4) Electronic Records and Signatures

- The Lender and Other Loan Participants may keep any paper record and/or electronic record of this application, whether or not the Loan is approved.
- If this application is created as (or converted into) an "electronic application", I consent to the use of "electronic records" and "electronic signatures" as the terms are defined in and governed by applicable Federal and/or state electronic transactions laws.
- I intend to sign and have signed this application either using my:
 - (a) electronic signature; or
 - (b) a written signature and agree that if a paper version of this application is converted into an electronic application, the application will be an electronic record, and the representation of my written signature on this application will be my binding electronic signature.
- I agree that the application, if delivered or transmitted to the Lender or Other Loan Participants as an electronic record with my electronic signature, will be as effective and enforceable as a paper application signed by me in writing.

(5) Delinquency

- The Lender and Other Loan Participants may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report and will likely affect my credit score.
- If I have trouble making my payments I understand that I may contact a HUD-approved housing counseling organization for advice about actions I can take to meet my mortgage obligations.

(6) Authorization for Use and Sharing of Information

By signing below, in addition to the representations and agreements made above, I expressly authorize the Lender and Other Loan Participants to obtain, use, and share with each other (i) the loan application and related loan information and documentation, (ii) a consumer credit report on me, and (iii) my tax return information, as necessary to perform the actions listed below, for so long as they have an interest in my loan or its servicing:

- (a) process and underwrite my loan;
- (b) verify any data contained in my consumer credit report, my loan application and other information supporting my loan application;
- (c) inform credit and investment decisions by the Lender and Other Loan Participants;
- (d) perform audit, quality control, and legal compliance analysis and reviews;
- (e) perform analysis and modeling for risk assessments;
- (f) monitor the account for this loan for potential delinquencies and determine any assistance that may be available to me; and
- (g) other actions permissible under applicable law.

Borrower Signature

Bratislav Rozenfeld

Date (mm/dd/yyyy)

12/01/2021

Additional Borrower Signature

Date (mm/dd/yyyy)

/ /

Borrower Name: Bratislav Rozenfeld

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Section 7: Military Service.

This section ask questions about your (or your deceased spouse's) military service.

Military Service of Borrower

Military Service -- Did you (or your deceased spouse) ever serve, or are you currently serving, in the United States Armed Forces? NO YES
 If YES, check all that apply: Currently serving on active duty with projected expiration date of service/tour / / (mm/dd/yyyy)
 Currently retired, discharged, or separated from service
 Only period of service was as a non-activated member of the Reserve or National Guard
 Surviving spouse

Section 8: Demographic Information.

This section asks about your ethnicity, sex, and race.

Demographic Information of Borrower

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." The law provides that we may not discriminate on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

Ethnicity: Check one or more

Hispanic or Latino
 Mexican Puerto Rican Cuban
 Other Hispanic or Latino - Print origin: _____

For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on.

Not Hispanic or Latino

I do not wish to provide this information

Sex

Female
 Male
 I do not wish to provide this information

Race: Check one or more

American Indian or Alaska Native - Print name of enrolled or principal tribe: _____

Asian

Asian Indian Chinese Filipino
 Japanese Korean Vietnamese
 Other Asian - Print race: _____

For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on.

Black or African American

Native Hawaiian or Other Pacific Islander

Native Hawaiian Guamanian or Chamorro Samoan
 Other Pacific Islander- Print race: _____

For example: Fijian, Tongan, and so on.

White

I do not wish to provide this information

To Be Completed by Financial Institution (for application taken in person):

Was the ethnicity of the Borrower collected on the basis of visual observation or surname? NO YES

Was the sex of the Borrower collected on the basis of visual observation or surname? NO YES

Was the race of the Borrower collected on the basis of visual observation or surname? NO YES

The Demographic Information was provided through:

Face-to-Face Interview (includes Electronic Media w/ Video Component) Telephone Interview Fax or Mail Email or Internet

Borrower Name: Bratislav Rozenfeld

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©2021**Section 9: Loan Originator Information.** To be completed by your Loan Originator.**Loan Originator Information**Loan Originator Organization Name **Financial Triangle Inc**

Address [REDACTED]

Loan Originator Organization NMLSR ID# [REDACTED]

State License ID# [REDACTED]

Loan Originator Name **Margot Ettedgui**

Loan Originator NMLSR ID# [REDACTED]

State License ID# [REDACTED]

Email [REDACTED]

Phone [REDACTED]

Signature [REDACTED]

Date (mm/dd/yyyy) / /



To be completed by the Lender

Lender Loan No./Universal Loan Identifier 7037491 / 254900E6AIE4Z8YQM970-7037491-29

Agency Case No.

Uniform Residential Loan Application — Lender Loan Information

This section is completed by your lender.

L1. Property and Loan Information

Community Property State

At least one borrower lives in a community property state.
 The property is in a community property state.

Transaction Detail

Conversion of Contract for Deed or Land Contract
 Renovation
 Construction-Conversion/Construction-to-Permanent
 Single-Closing Two-Closing
 Construction/Improvement Costs \$ _____
 Lot Acquired Date / / (mm/dd/yyyy)
 Original Cost of Lot \$ _____

Refinance Type

No Cash Out
 Limited Cash Out
 Cash Out
 Full Documentation
 Interest Rate Reduction
 Streamlined without Appraisal
 Other _____

Energy Improvement

Mortgage loan will finance energy-related improvements.
 Property is currently subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid for through property taxes (e.g., the *Property Assessed Clean Energy* program).

Project Type Condominium Cooperative Planned Unit Development (PUD) Property is not located in a project

L2. Title Information

Title to the Property **Will** be Held in What Name(s):

Bratislav Rozenfeld

For Refinance: Title to the Property **is Currently Held** in What Name(s):

Estate Will be Held In

Fee Simple
 Leasehold Expiration Date / / (mm/dd/yyyy)

Manner in Which Title Will be Held

Sole Ownership Joint Tenancy with Right of Survivorship
 Life Estate Tenancy by the Entirety
 Tenancy in Common Other

Trust Information

Title Will be Held by an *Inter Vivos* (Living) Trust
 Title Will be Held by a Land Trust

Indian Country Land Tenure

Fee Simple On a Reservation
 Individual Trust Land (*Allotted/Restricted*)
 Tribal Trust Land On a Reservation
 Tribal Trust Land Off Reservation
 Alaska Native Corporation Land

L3. Mortgage Loan Information

Mortgage Type Applied For

Conventional USDA-RD
 FHA VA Other: _____

Terms of Loan

Note Rate 5.250 %
 Loan Term 360 (months)

Mortgage Lien Type

First Lien
 Subordinate Lien

Amortization Type

Fixed Rate Other(explain): _____

Adjustable Rate

If Adjustable Rate:

Initial Period Prior to First Adjustment _____ (months)
 Subsequent Adjustment Period _____ (months)

Loan Features

Balloon / Balloon Term _____ (months)
 Interest Only / Interest Only Term _____ (months)
 Negative Amortization
 Prepayment Penalty / Prepayment Penalty Term 36 (months)
 Temporary Interest Rate Buydown / Initial Buydown Rate _____ %
 Other (explain): _____

Proposed Monthly Payment for Property

First Mortgage (P & I)	\$ 5,280.45
Subordinate Lien(s) (P & I)	\$ _____
Homeowner's Insurance	\$ 194.58
Supplemental Property Insurance	\$ 954.67
Property Taxes	\$ 1,276.29
Mortgage Insurance	\$ _____
Association/Project Dues (Condo, Co-Op, PUD)	\$ _____
Other	\$ _____
TOTAL	\$ 7,705.99

Borrower Name(s): Bratislav Rozenfeld

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L4. Qualifying the Borrower – Minimum Required Funds or Cash Back
DUE FROM BORROWER(S)

A. Sales Contract Price	\$	1,275,000.00
B. Improvements, Renovations, and Repairs	\$	
C. Land (if acquired separately)	\$	
D. For Refinance: Balance of Mortgage Loans on the Property to be paid off in the Transaction (See Table 3a. Property You Own)	\$	0.00
E. Credit Cards and Other Debts Paid Off (See Table 2c. Liabilities — Credit Cards, Other Debts, and Leases that You Owe)	\$	0.00
F. Borrower Closing Costs (including Prepaid and Initial Escrow Payments)	\$	63,428.52
G. Discount Points	\$	0.00
H. TOTAL DUE FROM BORROWER(s) (Total of A thru G)	\$	1,338,428.52
TOTAL MORTGAGE LOANS		
I. Loan Amount Loan Amount Excluding Financed Mortgage Insurance (or Mortgage Insurance Equivalent) \$	956,250.00	
Financed Mortgage Insurance (or Mortgage Insurance Equivalent) Amount \$	0.00	\$ 956,250.00
J. Other New Mortgage Loans on the Property the Borrower(s) is Buying or Refinancing (See Table 4b. Other New Mortgage Loans on the Property You are Buying or Refinancing)	\$	
K. TOTAL MORTGAGE LOANS (Total of I and J)	\$	956,250.00
TOTAL CREDITS		
L. Seller Credits (Enter the amount of Borrower(s) costs paid by the property seller)	\$	4,000.00
M. Other Credits (Enter the sum of all other credits — Borrower Paid Fees, Earnest Money, Employer Assisted Housing, Lease Purchase Fund, Lot Equity, Relocation Funds, Sweat Equity, Trade Equity, Other)	\$	123,714.62
N. TOTAL CREDITS (Total of L and M)	\$	127,714.62
CALCULATION		
TOTAL DUE FROM BORROWER(s) (Line H)	\$	1,338,428.52
LESS TOTAL MORTGAGE LOANS (Line K) AND TOTAL CREDITS (Line N)	\$	1,083,964.62
Cash From/To the Borrower (Line H minus Line K and Line N)		
NOTE: This amount does not include reserves or other funds that may be required by the Lender to be verified.	\$	254,463.90

Borrower Name(s): Bratislav Rozenfeld

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

VALIANT CONSULTANTS INC.	:	
Plaintiff,	:	Civil Action No.: 2:21-cv-12047
	:	
	:	
	:	
v.	:	
	:	
	:	
FBA SUPPORT LLC AND BRATISLAV	:	
ROZENFELD,	:	
Defendants.	:	
	:	

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, by and through its undersigned counsel, files this Complaint against Defendants FBA Support LLC (“**FBA**”) and Bratislav Rozenfeld a/k/a Steven Rozenfeld (“**Rozenfeld**”) (collectively, the “**Defendants**”) as follows:

PRELIMINARY STATEMENT

1. This is a civil action to recover damages, including consequential damages and punitive damages, for fraudulent inducement to enter into a contract, breach of contract, fraudulent misrepresentation, breach of implied covenant of good faith and fair dealing, piercing the corporate veil, unjust enrichment and violation of the New Jersey Unfair Trade Practices Act.

2. Plaintiff brings this action based, in part, upon FBA’s failure to fulfill its obligations under an agreement with Plaintiff which has caused considerable financial damage to Plaintiff, caused irreparable damage to Plaintiff’s reputation and goodwill as well as caused loss of current and future business.

3. Rozenfeld made representations to Plaintiff in order to induce Plaintiff to enter into an agreement with FBA and, in such agreement, FBA promised to provide certain services to Plaintiff and failed to do so. Instead of doing what FBA promised to do, FBA caused tremendous problems and financial damage to Plaintiff. Instead of seeking to remedy such problems, Defendants continued to fail Plaintiff at every turn, provided Plaintiff with lies and excuses to delay Plaintiff's enforcement of its rights and for both FBA and Rozenfeld to benefit from continuing payments by Plaintiff, misrepresent FBA's performance of agreements obligations, all of which, in turn, caused Plaintiff to continue to work with Defendants until the relationship became so bad, and Defendants' conduct so egregious, that Plaintiff was forced to end its relationship with certain clients causing even further damage to Plaintiff and irreparable damage to Plaintiff's good name and reputation.

4. As set forth fully below, Defendants fraudulently induced Plaintiff to enter into the agreement and Plaintiff did so based on false representations by Defendants of FBA's expertise, performance capacity, warehousing ability, capabilities to provide certain services for various programs offered by Amazon.com, Inc., and ability to provide the services under the agreement. Defendants made these misrepresentations to induce Plaintiff to enter into the agreement. Plaintiff reasonably relied on these misrepresentations, which caused injury and continues to cause injury to Plaintiff.

THE PARTIES

5. Plaintiff is a Florida corporation with a principal place of business in Miami, Florida.

6. Defendant Bratislav Rozenfeld is the founder, sole member and sole manager of FBA Support LLC, as well as the Brand Manager, Digital Strategist, Driving Brand

Awareness and Amazon Ecommerce Specialist thereof. Rozenfeld is domiciled in Edgewater, New Jersey, and is a citizen of the State of New Jersey.

7. Defendant FBA Support LLC is a New York limited liability company with its principal place of business at 7001 Anpesil Drive, Suite M1, North Bergen, New Jersey 07047. Rozenfeld is the sole member of FBA Support LLC. It is subject to service of process at 3616A 28th St., Long Island City, New York, 11106.

JURISDICTION AND VENUE

8. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 because there is diversity of citizenship between the parties, as the Plaintiff is a citizen of the state of Florida and the Defendants are citizens of the state of New Jersey, and the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs.

9. The venue of this matter is appropriate in this district under 28 U.S.C. § 1331(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this district and the underlying agreements provide for venue in this district.

FACTUAL ALLEGATIONS

10. Plaintiff provides services to business clients operating Amazon stores, including services relating to such clients' drop-shipping and wholesale models. Plaintiff has provided services to more than 600 business clients operating Amazon stores.

11. In or about September 2019, Plaintiff sought to expand its business and, in that regard, sought to delegate to a professional, account-management contractor certain of Plaintiff's duties and obligations to its clients.

12. In its search, Plaintiff sought a professional, competent, trustworthy, capable contractor having prior experience working with Amazon stores, particularly with the

volume of orders generated by Plaintiff's clients, as such contractor would be undertaking duties and obligations Plaintiff had to its clients and their Amazon stores.

13. In 2019, Plaintiff, Rozenfeld and FBA exchanged written and verbal communications concerning FBA's providing the services needed by the Plaintiff, including, for example, building and managing teams, establishing and maintaining vendor and supplier relationships, sourcing relevant products, managing product sales, researching product options and cost data, managing invoicing, purchasing and logistic systems and providing inventory management and storage.

14. During the negotiation of an agreement between Plaintiff and FBA in 2019, each Defendant made various misrepresentations of material fact concerning their ability to provide such services to and for Plaintiff, including that (i) Defendants have existing relationships with sources to supply products for sale on Amazon, including with Nike, Adidas, Fischer Price, Sony, Samsung, Disney, Colgate and Johnson & Johnson; (ii) Defendants owned a warehouse in which inventory could be stored and from which inventory could be processed, labeled and shipped for, among other things, Amazon fulfillment; (iii) Defendants had the information technology infrastructure to provide business, product, supply-chain and inventory management services; (iv) Defendants had provided services similar to those requested by the Plaintiff for other individuals or entities that were selling or had sold products on Amazon, including sourcing suppliers, finding high-margin and trending products for sale on Amazon, managing Amazon stores and their invoicing and purchasing systems, and at the volumes of orders generated by Plaintiff's clients; (v) Defendants had "hundreds" of employees to provide professional and competent services and communications to Plaintiff and its clients; (vi) Defendants had "decades" of experience providing services to individuals or entities selling on Amazon; and (vii) Defendants are "Amazon

Ecommerce Specialists,” which Defendants specifically represented in response to a Plaintiff inquiry of whether Defendants had provided services similar to those requested by the Plaintiff for other individuals or entities that were selling or had sold products on Amazon, including sourcing suppliers, finding high-margin and trending products for sale on Amazon, managing Amazon stores and their invoicing and purchasing systems, and at the volumes of orders generated by Plaintiff’s clients.

15. Defendant Rozenfeld further promoted himself to Plaintiff as being able to deliver Amazon e-commerce services, building and managing high-powered teams, establishing and maintaining vendor relationships, sourcing relevant products, managing product sales, researching product options and cost data, managing invoicing, purchasing and logistic systems and providing inventory management and storage.

16. As between Plaintiff and Defendants, the Defendants had unique or peculiar knowledge with respect to their representations, each of which was false when Defendants made them. In response to Plaintiff’s requests for verification of Defendants’ representations, the Defendants would reaffirm, reinforce and otherwise restate their representations. At that time of making such representations, the Defendants knew or should have known of the falsity of their representations, and Plaintiff had no reason to believe any such representations were false, as Defendants appeared credible, sophisticated and competent in their delivery of the now-uncovered blatant instances of fraud.

17. Justifiably and reasonably relying on the promises and representations made by Defendants, on October 10, 2019, Plaintiff entered into a certain Partnership Agreement (the “**Agreement**”) with FBA whereby FBA would build wholesale accounts for Plaintiff’s clients in accordance with the Agreement.

18. Specifically, under the Agreement, Defendants accepted the duty and obligation to provide the following services:

- a. Contacting suppliers;
- b. Securing suppliers;
- c. Building relationships with supplier;
- d. Finding products;
- e. Management of products listed in each account;
- f. Conducting product research to ensure Plaintiff only sells good products with good profit margins;
- g. Sending Plaintiff the invoice to pay for products;
- h. Providing software that will handle creating shipment information + FNSKU;
- i. Packing and shipping products that arrive in FBA's warehouse to Amazon on behalf of Plaintiff;
- j. Setting up the repricer for Plaintiff with the rules to win the buy Box;
- k. Update a Google Sheet or have a reporting platform for Plaintiff to be able to see monthly progress for each store; and
- l. Helping Plaintiff to get ungated for brands or categories (if required by Plaintiff).

Also, FBA had the duty and obligation to provide all accounting services, including the payment of invoices, that twelve (12) months was the "maximum period" by which certain account would generate one-hundred thousand dollars of sales with a twenty-five percent profit margin, that each Plaintiff account would have 300-500 product listed therein, and that FBA would start working with five account per week or twenty accounts per month (together with subparagraphs (a)-(l), the "Services").

19. Immediately after signing the Agreement and thereafter, FBA failed to provide and could not provide the Services. It turns out that neither Defendant had the supplier relationships as promised and represented.

20. Nor did FBA have the infrastructure, inventory-management know-how or knowledge base to receive, manage and inventory products and then label and package them for fulfillment by Amazon. FBA lacked the business know-how or the infrastructure to provide the promised services, and it failed to provide the required service. As a result, Plaintiff's business suffered, along with the business of Plaintiff's clients.

21. Specifically, FBA failed to, and could not, properly manage or track inventory for which orders were placed and paid. FBA failed to source relevant products. Nor did FBA manage or research products, let alone perform accounting, invoicing and purchasing systems.

22. FBA lost over \$400,000 worth of inventory that was ordered and paid and delivered to FBA.

23. To sell certain products on Amazon, FBA was required to secure approval from Amazon prior to listing and selling such products on Amazon. Instead of doing so, FBA ordered such products without prior approval causing further issues, complaints and damages, and certain products remain ungated, which precluded their sale on Amazon.

24. FBA failed to reorder products as necessary resulting in inventory mismanagement.

25. FBA failed to send products to Amazon for fulfillment.

26. FBA failed to update Amazon stores with accurate product listings and inventory management.

27. FBA failed to, and could not, properly track and manage product returns.
28. FBA did not have the number of employees that were represented, which resulted in delays and other order fulfillment and inventory management issues.
29. FBA had never managed the volume of orders generated by Plaintiff's clients.
30. FBA failed to render any services that would cause any account to generate one-hundred thousand dollars of sales with a twenty-five percent profit margin within a "maximum period" of twelve (12) months.
31. FBA failed to provide 300-500 products for each Plaintiff account.
32. As a direct and proximate result of FBA's breaches of the Agreement, Plaintiff has directly suffered substantial damages in excess of \$6,500,000 arising from, among other things, lost revenue, lost income, lost profits, reimbursements, refunds and payments to clients and FBA.
33. In order to mitigate the damage caused by Defendants, Plaintiff was forced to move a substantial number of clients to a new account manager and refund a substantial amount of fees to cover the costs of the inventory lost by FBA.
34. Defendants negligently managed Plaintiff's accounts, the products and caused restrictions and suspension on certain of Plaintiff's accounts by, among other things, failing to ungate products, utilizing products that were either not genuine or whose descriptions or other indicia of origin or sponsorship were inaccurate, false or misleading, failing to comply with applicable terms of services for Plaintiff's accounts,
35. Defendants are frauds and engaged in a classic bait-and-switch. FBA represented, and Defendant Rozenfeld represented FBA and himself, as experts in the field having

the necessary relationships and background needed to fulfill their obligations under the Agreement, however, as it quickly became clear, Defendants had none of the expertise as promised. Defendants failed Plaintiff at the outset.

36. These failures and constant lies, have caused monetary damages to Plaintiff and otherwise impaired its goodwill and reputation. These problems could have been prevented had Defendants actually possessed the knowledge and expertise they promised and assured Plaintiffs they had.

CAUSE OF ACTION

**COUNT ONE
(Breach of Contract)**

37. Plaintiff realleges each and every fact in the preceding Paragraphs of the Complaint as if they were fully set forth herein.

38. FBA is subject to the obligations and requirements contained in the Agreement.

39. Specifically, FBA was contracted to provide services in accordance with the Agreement.

40. Defendants failure to provide the services and has breached the Agreement.

41. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff has suffered, and continues to suffer, substantial damages and is entitled to an award of damages, costs and interest in an amount of not less than \$6,500,000.

**COUNT TWO
(Breach of Implied Covenant of Good Faith and Fair Dealing)**

42. Plaintiff realleges each and every fact in the preceding Paragraphs of the Complaint as if they were fully set forth herein.

43. The Agreement is a contractual agreement which contains an implied covenant of good faith and fair dealing, requiring FBA to deal honestly and in good faith with Plaintiff, and FBA breached such covenants.

44. As a direct and proximate result of FBA's wrongful conduct, Plaintiff has suffered, and continues to suffer, substantial damages and is entitled to an award of damages in an amount of not less than \$6,500,000, costs, interest, punitive damages, treble damages and attorneys' fees.

COUNT THREE
(Fraudulent Inducement)

45. Plaintiff realleges each and every fact in the preceding Paragraphs of the Complaint as if they were fully set forth herein.

46. As stated above, Defendants individually and collectively made misrepresentations of material fact to Plaintiff.

47. Defendants individually and collectively made these misrepresentations of material fact with the intention of inducing Plaintiff's reliance on them.

48. Plaintiff reasonably relied on Defendants' individual and collective misrepresentation of these material facts.

49. Plaintiff's reliance on these misrepresentations of material fact by Defendants, cause injury to Plaintiff.

50. By virtue of the relationship clearly set forth herein, FBA and Rozenfeld are alter egos and therefore jointly and severally liable for the misrepresentations made on behalf of their alter ego.

51. Defendants conduct is egregious in nature and was directed at Plaintiff.

52. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff has suffered, and continues to suffer, substantial damages and is entitled to an award of damages in an amount of not less than \$6,500,000, costs, interest, punitive damages, treble damages and attorneys' fees.

COUNT FOUR
(Fraudulent Misrepresentation)

53. Plaintiff realleges each and every fact in the preceding Paragraphs of the Complaint as if they were fully set forth herein.

54. Defendants made false misrepresentations of fact to Plaintiffs.

55. Defendants knew or should have known that the representations were false.

56. Defendants made the representations to induce action by Plaintiff to enter into the Agreement with Defendants.

57. In reliance of Defendants' representations, Plaintiff acted to its detriment.

58. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff has suffered, and continues to suffer, substantial damages and is entitled to an award of damages in an amount of not less than \$6,500,000, costs, interest, punitive damages, treble damages and attorneys' fees.

COUNT FIVE
(Unjust Enrichment)

59. Plaintiff realleges each and every fact in the preceding Paragraphs of the Complaint as if they were fully set forth herein.

60. Plaintiff made payments in excess of \$2,000,000 to Defendant Rozenfeld and FBA.

61. Defendants accepted and retained Plaintiff's payments.

62. Defendants have been unjustly enriched at the expense of Plaintiff in an amount of not less than \$6,500,000.

63. Equity and good conscience require restitution and payment in full of all money paid to them.

COUNT SIX
(Piercing the Corporate Veil)

64. Plaintiff realleges each and every fact in the preceding Paragraphs of the Complaint as if they were fully set forth herein.

65. Defendant Rozenfeld is the sole member of FBA and has day-to-day involvement in the business of FBA.

66. FBA does not adhere to corporate formalities. Upon information and belief, he has not executed a written limited liability company agreement with FBA.

67. Upon information and belief, FBA is grossly undercapitalized and upon receipt of any payment from Plaintiff, Defendant Rozenfeld would distribute FBA's cash assets to himself so as to leave FBA without sufficient assets to operate its business.

68. Upon information and belief, Defendant Rozenfeld used FBA for the purpose of committing the above-mentioned fraud on Plaintiff.

69. Upon information and belief, Defendant Rozenfeld commingles his assets with the assets of FBA. He uses FBA assets to fund his personal expenses.

70. At all times relevant to this action, Defendant Rozenfeld had complete domination and control over FBA and this control was used by Rozenfeld to commit the fraud against Plaintiff and such fraud caused injury to Plaintiff.

71. As a direct and proximate result of Rozenfeld's wrongful conduct, Plaintiff has suffered, and continues to suffer, substantial damages and is entitled to an award of damages

in an amount of not less than \$6,500,000, costs, interest, punitive damages, treble damages and attorneys' fees

COUNT SEVEN
(Violation of New Jersey Unfair Trade Practices Act)

72. Plaintiff realleges each and every fact in the preceding Paragraphs of the Complaint as if they were fully set forth herein.

73. Defendants violated New Jersey's Unfair Trade Practices Act by engaging in unconscionable commercial practices, deception, fraud, false pretenses, false promise, misrepresentation, or the concealment, suppression or omission of any material facts with the intent that others rely thereon, in each instance offending the established public policy and acts that are immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers and Plaintiff.

74. Defendants abandoned their contractual obligations to Plaintiff, misled Plaintiff, made intentional and fraudulent misrepresentations to Plaintiff, and unjustly enriched themselves to the detriment of Plaintiff.

75. Plaintiff has suffered an adverse effect as a result of unfair trade practices by Defendants as alleged herein.

76. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff has suffered, and continues to suffer, substantial damages and is entitled to an award of damages in an amount of not less than \$6,500,000, costs, interest, punitive damages, treble damages and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment awarding it the following relief against the Defendants: rescission, monetary damages, punitive damages, treble damages, incidental damages, costs of suit, interest, attorneys' fees.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, the Plaintiff demands trial by jury in this action of all issues so triable.

Dated: June 2, 2021
Trumbull, CT

Respectfully submitted,

PLAINTIFF
VALIANT CONSULTANTS INC.

By: /s/ Richard Gora
Richard Gora
(203) 424-8021
rich@goralaw.com
Gora LLC
2 Corporate Dr., Suite 210
Trumbull, CT 06611

ATTORNEYS FOR THE PLAINTIFF

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

VALIANT CONSULTANTS INC.,

Civil No. 21-12047 (CCC)

Plaintiff,

ORDER OF DISMISSAL

v.

FBA SUPPORT LLC, et als.,

Defendant.

This matter having been reported settled and the Court having administratively terminated the action for sixty (60) days so that the parties could submit the papers necessary to terminate the case, see Fed. R. Civ. P. 41(a)(1)(A)(ii), L. Civ. R. 41.1, and the sixty-day time period having passed without the Court having received the necessary papers;

IT IS on this 29th day of September, 2023

ORDERED that the Clerk of the Court shall reopen the case and make a new and separate docket entry reading "CIVIL CASE REOPENED"; and it is further

ORDERED that this matter be, and the same hereby is, **DISMISSED** **WITH PREJUDICE**, and without costs pursuant to Fed. R. Civ. P. 41(a)(2).

s/Claire C. Cecchi
CLAIRES C. CECCHI, U.S.D.J.



Loan Number: [REDACTED]

LOAN FRAUD ZERO TOLERANCE

All Applicants for loans from Acra Lending must be aware that Acra Lending has zero tolerance for misstatements of fact or concealment of intentions. Each Borrower is responsible for the content and statements on their loan application.

TYPES OF LOAN FRAUD

1. Submission of inaccurate information including false statements on loan applications.
2. Falsification of documents to substantiate credit, employment, deposit or asset information including identity, ownership/non-ownership of real property.
3. Forgery of partially or predominantly accurate information.
4. Inaccurate or intentionally misleading statements regarding current occupancy or intent to maintain minimum occupancy as stated on the Security Instrument.
5. Inaccurate or misleading statements made to induce Acra Lending to make a loan for a non-owner occupied property when the intention is to use the subject property that is collateral for the loan as a primary personal residence.

CONSEQUENCES

The effects of Loan Fraud are costly to all parties involved. Acra Lending stands behind the quality of its loan production. Fraudulent loans cannot be sold to investors in the Secondary Market and if sold, will require repurchase. Fraudulent loans damage Acra Lending's reputation with those investors. The price paid by those who participate in Loan Fraud is even more costly. The following is a list of some of the potential consequences that may be incurred.

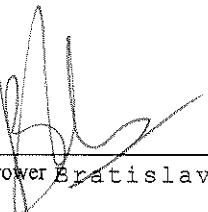
CONSEQUENCES TO THE BORROWER

1. Acceleration of the debt pursuant to the Deed of Trust which create a default if the Borrower gives materially false, misleading or inaccurate information or fails to provide Acra Lending with material information in connection with the loan application.
2. Criminal prosecution.
3. Civil action by Acra Lending or other parties to the transaction.
4. Employment termination.
5. Loss of any applicable professional license.
6. Adverse effect on credit history.

Acra Lending
25531 Commercentre Drive, Suite 160, Lake Forest, CA 92630
(888) 800-7661 - www.acralending.com NMLS ID - 144549



I/We have read the foregoing and fully understand Acra Lending's position on Loan Fraud. Neither I/we nor any other party acting on our behalf to facilitate this loan request including Mortgage Brokers or Bankers, Real Estate Brokers or Agents has knowingly and/or willfully engaged in the practice of any Loan Fraud that results in the origination and subsequent submission of a fraudulent loan to Acra Lending.


Borrower Bratislav Rozenfeld Date 12/02/2021

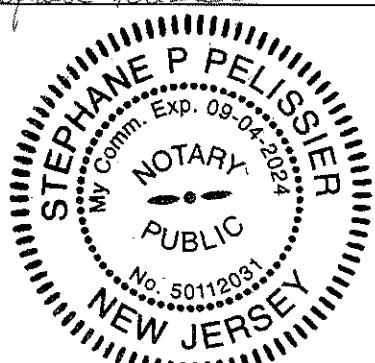
NOTARY ATTESTATION

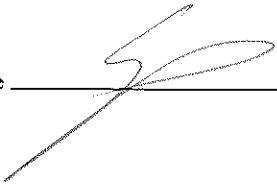
State of FLORIDA New Jersey
County of Broward Bergen

Subscribed and sworn to (or affirmed) before me on this 02 day of 12, 2021, by
Bratislav Rozenfeld

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me,
Stephanie P. Pelissier, Notary Public.

(Seal)



Signature 



Loan Number: [REDACTED]

OCCUPANCY AND FINANCIAL STATUS AFFIDAVIT

BEFORE ME, the undersigned authority duly authorized to take acknowledgments and administer oaths, personally appeared Bratislav Rozenfeld

who upon being duly sworn on oath, certified as follows:

1. **Material Inducement:** Borrower understands and agrees that the statements contained herein are given as a material inducement to CITADEL SERVICING CORPORATION DBA ACRA LENDING

(the "Lender"),

and Lender is relying upon such statements, to make a mortgage loan (the "Loan") to Borrower, repayment of which is secured by a Mortgage, Deed of Trust, Security Deed or other instrument of security (the "Security Instrument") on certain real property located at [REDACTED] Pompano Beach, Florida [REDACTED]

(the "Property").

2. **Occupancy:** [check one box only]

Principal Residence. Borrower either currently occupies and uses the Property as Borrower's principal residence, or Borrower will occupy and use the Property as Borrower's principal residence within 60 days after Borrower signs the Security Instrument. Borrower will continue to occupy and use the Property as Borrower's principal residence for at least one (1) year from the date that Borrower first occupies the Property. However, Borrower will not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if Lender agrees in writing that Borrower does not have to do so. Lender may not refuse to agree unless the refusal is reasonable. Borrower will also not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if extenuating circumstances exist which are beyond Borrower's control.

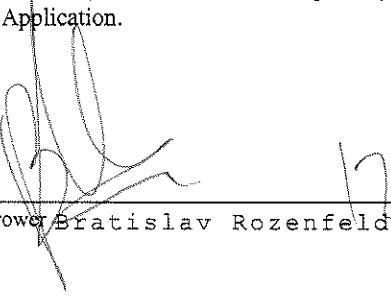
Second Home. Borrower will occupy, and will use, the Property as Borrower's second home. Borrower will keep the Property available for Borrower's exclusive use and enjoyment at all times, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

Investment. The Property is owned and held by Borrower as an investment property. Borrower does not now occupy or use the property, and has no present intention to occupy or use the Property in the future, either as Borrower's principal residence or second home. Borrower now occupies and uses other property or properties as Borrower's principal residence and/or second home.

3. **Financial Status:** Borrower understands that Lender is making the Loan based upon statements and representations contained in, or made in connection with, the residential mortgage loan application given by Borrower to Lender (the "Loan Application"). Borrower hereby certifies that the information provided by Borrower contained in, or made in connection with, the Loan Application related to Borrower's financial status (such as Borrower's employment, income, available cash, debts, expenses, credit obligations, and the like), has not changed significantly and that the such information accurately reflects Borrower's current financial status. Borrower certifies further that Borrower has not received a layoff notice or otherwise have knowledge of a pending layoff, and Borrower, to the best of Borrower's knowledge and belief, is unaware of any events or circumstances in the foreseeable future that would impair or have an adverse effect on Borrower's ability to fulfill Borrower's Loan obligations, including, but not limited to Borrower's obligation to make required periodic payments.



4. **False, Misleading or Inaccurate Statements:** Borrower understands that Borrower will be in default under the terms of the Security Instrument if, during the application process for the Loan, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, representations concerning Borrower's occupancy of the Property and Borrower's financial status. Borrower understands further that any intentional or negligent misrepresentation(s) of the information contained in, or made in connection with, the Loan Application may result in severe civil and/or criminal penalties, including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation(s) which Borrower has made on or in connection with the Loan Application.



Borrower: Bratislav Rozenfeld Date: 17/02/2021



State of FLORIDA (New Jersey)
County of Broward Bergen)

Sworn to (or affirmed) and subscribed before me by means of:

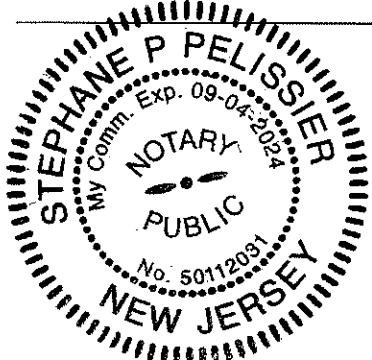
Physical Presence,

- OR -

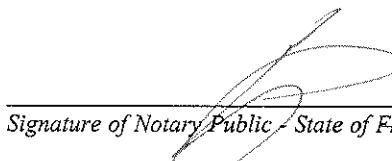
Online Notarization,

this 02 day of 12, 2021, by

Bratislav Rozenfeld



Name of Person Making Statement


Signature of Notary Public - State of Florida - New Jersey


Stephane P. PELLISIER
Name of Notary Typed, Printed or Stamped

(Place Notary Seal Stamp Above)

Personally Known
 Produced Identification

Type of Identification Produced: DL

